

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R2-00-10047		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY Carried/Courier Address		CODE (Hand)		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		6. REQUISITION/PURCHASE NUMBER PR-R2-00-10047	
U.S. EPA Region II Contracts Management Section 290 Broadway, 27th Floor New York, NY 10007				U.S. EPA Region II Contracts Management Section 290 Broadway, 27th Floor New York, NY 10007			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 03:00 PM local time 7/14/00
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KAREN A. GIACOBBE	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE				REPRESENTATIONS, CERTIFICATIONS, AND OTHER	
	F	DELIVERIES OR PERFORMANCE			K	STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER	EXT.		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 CONSIDERATION AND PAYMENT	Page B-1
B.2 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984) . .	Page B-3
B.3 LIMITATION OF THE GOVERNMENT'S OBLIGATION	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)	Page C-2
C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-3
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section] . .	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984) . .	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996) .	Page F-1
F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210- 150) (JUN 1991)	Page F-3
F.4 PREVENTIVE MAINTENANCE PROGRAM PLAN	Page F-4
F.5 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)	Page F-5
F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-5
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION	Page G-1
G.2 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION .	Page G-2
G.3 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)	Page G-3
G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	

		Page G-4
G.5	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-5
G.6	GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998) DEVIATION	
		Page G-5
G.7	GOVERNMENT PROPERTY--RESIDUAL INVENTORY (EP 52.245-110) (APR 1984)	
		Page G-11
G.8	DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)	
		Page G-11
SECTION H - SPECIAL CONTRACT REQUIREMENTS Page H-1		
H.1	PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION	Page H-1
H.2	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-2
H.3	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)	
		Page H-3
H.4	OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE (EP 52.217-981) (APR 1984)	Page H-7
H.5	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-7
H.6	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-8
H.7	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-8
H.8	INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)	
		Page H-8
H.9	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)	Page H-9
H.10	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-9
H.11	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-10
H.12	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-11
H.13	ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)	Page H-11
PART II - CONTRACT CLAUSES Page I-1		
SECTION I - CONTRACT CLAUSES Page I-1		
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	
		Page I-1
I.2	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)	Page I-2
I.3	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION	Page I-3
I.4	UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 1999)	
		Page I-3
I.5	LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)	
		Page I-4
I.6	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-37) (JAN 1999)	Page I-4
I.7	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)	Page I-5
I.8	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43)	

	(MAY 1989)	Page I-6
I.9	NONDISPLACEMENT OF QUALIFIED WORKERS (FAR 52.222-50) (MAY 1999)	
	. . . . .	Page I-7
I.10	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5)	
	(APR 1998)	Page I-9
I.11	CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL	
	CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997)	
	. . . . .	Page I-10
I.12	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR	
	52.244-6) (OCT 1998)	Page I-11
I.13	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR	
	LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION	
	. . . . .	Page I-11
I.14	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	
	. . . . .	Page I-17
I.15	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	
	. . . . .	Page I-17
PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS		
		Page J-1
SECTION J - LIST OF ATTACHMENTS		
		Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS		
		Page K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
	. . . . .	Page K-1
K.1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR	
	1985)	Page K-1
K.2	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE	
	CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991) .	Page K-2
K.3	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-2
K.4	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,	
	AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)	
	. . . . .	Page K-4
K.5	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)	
	ALTERNATE II (NOV 1999)	Page K-5
K.6	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	
	. . . . .	Page K-7
K.7	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	
	. . . . .	Page K-8
K.8	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB	
	1999)	Page K-8
K.9	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	
	. . . . .	Page K-8
K.10	RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)	
	. . . . .	Page K-9
K.11	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)	
	(OCT 1996)	Page K-9
K.12	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-	

	72) (APR 1984)	Page K-9
K.13	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-10
K.14	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION	Page K-10
K.15	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-10
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS Page L-1		
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)	Page L-1
L.3	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)	Page L-1
L.4	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)	Page L-5
L.5	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION	Page L-6
L.6	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-6
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-6
L.8	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-7
L.9	PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)	Page L-7
L.10	INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)	Page L-7
L.11	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)	Page L-11
L.12	PREPROPOSAL CONFERENCE/SITE VISIT	Page L-14
L.13	PAST PERFORMANCE INFORMATION (EP 52.215-105) (SEP 1999)	Page L-15
L.14	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-17
L.15	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-17
L.16	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-17
L.17	COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)	Page L-18
L.18	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)	Page L-18
SECTION M - EVALUATION FACTORS FOR AWARD Page M-1		
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)	Page M-1
M.2	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)	Page M-1
M.3	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)	Page M-1
M.4	SCORING PLAN	Page M-2
M.5	INCUMBENT CONTRACTOR INFORMATION	Page M-3

PERFORMANCE WORK STATEMENT Page 1-1

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN Page 2-1

GOVERNMENT FURNISHED PROPERTY Page 3-1

FACILITY PLAN Page 4-1

INVOICE PREPARATION INSTRUCTIONS Page 5-1

PAST PERFORMANCE QUESTIONNAIRE Page 6-1

CLIENT AUTHORIZATION LETTER Page 7-1

DEPARTMENT OF LABOR WAGE DETERMINATION Page 8-1

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONSIDERATION AND PAYMENT**

The fixed price portion of this contract consists of all labor and equipment required to meet the performance requirements of the contract. Payment will be made as follows:

BASE PERIOD

CLIN 0001 - Fixed Price

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
01/01/01 - 12/30/01	12	MO.	\$	\$

CLIN 0002 - Performance Incentive as defined in Attachment 2, Government Quality Assurance Surveillance Plan

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
01/01/01 - 12/30/01	12	MO.	2%/CLIN 0001	\$

The cost reimbursable portion of this contract consists of all overtime approved in advance by the Project Officer and Other Direct Costs required to meet the performance requirements of the contract. These costs are separate and distinct from the fixed price portion of the contract and will be treated in accordance with the clause entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7). Such items shall be charged in accordance with the contractor's established and accepted accounting practices.

CLIN 0003 - Approved Overtime Pool

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
01/01/01 - 12/30/01	1	Lot	\$ 20,000

CLIN 0004 - Other Direct Costs

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
01/01/01 - 12/30/01	1	Lot	\$400,000

Overtime and Other Direct Costs will be reimbursed on a cost reimbursement basis. Any costs incurred by the contractor that are not within these categories are considered to be part of the fixed price portion of the contract and will not be reimbursed on a cost reimbursement basis. No fee is

allowable on overtime and Other Direct Costs.

The total maximum value of the contract for the Base Period is \$ _____.

OPTION PERIOD I

CLIN 0001 - Fixed Price

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
01/01/02 - 12/30/02	12	MO.	\$	\$

CLIN 0002 - Performance Incentive as defined in Attachment 2, Government Quality Assurance Surveillance Plan

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
01/01/02 - 12/30/02	12	MO.	2%/CLIN 0001 \$	\$

The cost reimbursable portion of this contract consists of all overtime approved in advance by the Project Officer and Other Direct Costs required to meet the performance requirements of the contract. These costs are separate and distinct from the fixed price portion of the contract and will be treated in accordance with the clause entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7). Such items shall be charged in accordance with the contractor's established and accepted accounting practices.

CLIN 0003 - Approved Overtime Pool

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
01/01/02 - 12/30/02	1	Lot	\$ 20,000

CLIN 0004 - Other Direct Costs

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
01/01/02 - 12/30/02	1	Lot	\$425,000

Overtime and Other Direct Costs will be reimbursed on a cost reimbursement basis. Any costs incurred by the contractor that are not within these categories are considered to be part of the fixed price portion of the contract and will not be reimbursed on a cost reimbursement basis. No fee is allowable on overtime and Other Direct Costs.

The total maximum value of the contract for Option Period I is \$ _____.

OPTION PERIOD II

CLIN 0001 - Fixed Price

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
01/01/03 - 12/30/03	12	MO.	\$	\$

CLIN 0002 - Performance Incentive as defined in Attachment 2, Government Quality Assurance Surveillance Plan

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
01/01/03- 12/30/03	12	MO.	2%/CLIN 0001	\$

The cost reimbursable portion of this contract consists of all overtime approved in advance by the Project Officer and Other Direct Costs required to meet the performance requirements of the contract. These costs are separate and distinct from the fixed price portion of the contract and will be treated in accordance with the clause entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7). Such items shall be charged in accordance with the contractor's established and accepted accounting practices.

CLIN 0003 - Approved Overtime Pool

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
01/01/03 - 12/30/03	1	Lot	\$ 20,000

CLIN 0004 - Other Direct Costs

<u>Period</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
01/01/03 - 12/30/03	1	Lot	\$450,000

Overtime and Other Direct Costs will be reimbursed on a cost reimbursement basis. Any costs incurred by the contractor that are not within these categories are considered to be part of the fixed price portion of the contract and will not be reimbursed on a cost reimbursement basis. No fee is allowable on overtime and Other Direct Costs.

The total maximum value of the contract for Option Period II is \$ _____.

B.2 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**APPLICABLE ONLY TO THE COST REIMBURSEMENT PORTION OF THE CONTRACT**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the cost reimbursement portion of the contract is fully funded, the Limitation of Cost clause shall become applicable.

B.3 LIMITATION OF THE GOVERNMENT'S OBLIGATION**APPLICABLE TO THE FIRM FIXED PRICE CLIN ONLY**

(a) Contract line item 0001 is incrementally funded. For this item, the sum of \$_____ of the total price is presently available for payment and allotted to this contract.

(b) For the item identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of this item for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this item beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount allotted to the contract for this item except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "Termination for Convenience of the Government(Fixed-Price)(Sep 1996)". As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item for convenience includes costs, profit, and estimated termination settlement costs for those items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 7 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including any costs for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable item. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line item up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item funded pursuant to this clause, for a subsequent period as may be specified in paragraph (i) of this clause or otherwise agreed to by the parties. If, after such notification, the Contracting Officer does not, in writing, allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government." Absent such written notification from the Contracting Officer that additional funds have been allotted to the contract, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount allotted to the contract under this clause except for reimbursement of termination settlement costs as set forth in paragraph (a) above.

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line item identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated below, in amounts sufficient for timely performance of the contract line item identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date</u>	<u>Amount</u>
<u>On execution of contract</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(j) The amount allotted is estimated to cover the contractor's performance through _____.

PR-R2-00-10047

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable

directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: <gopher.epa.gov> is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the

communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
2890 Woodbridge Avenue
Edison, NJ 08837

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime

contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 10th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Project Officer 1 copy
Contracting Officer 1 copy

F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they

passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags).....		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products		80	

Pad backing 90

F.4 PREVENTIVE MAINTENANCE PROGRAM PLAN

The contractor shall submit to the Project Officer one copy of a Draft Preventive Maintenance Program Plan following industry standards, as well as, Agency standards for all critical systems within 30 days after the effective date of the contract.

The Government will review and return the Draft Preventive Maintenance Program Plan indicating approval or disapproval, and comments, if necessary, within 7 calendar days. In the event that the Government delays review and return of the Draft Preventive Maintenance Program Plan beyond the period specified, the Contractor shall notify the Contracting Officer immediately. The Contractor shall deliver the Final Preventive Maintenance Program Plan within 45 days after the effective date of the contract.

During the initial 45 days of contract performance, the existing Preventive Maintenance Program Plan will be provided to the contractor for performance until approval of the Final Preventive Maintenance Program Plan.

F.5 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from January 1, 2001 through December 31, 2001 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and three copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and one copy to the Accounting Operations office shown in Block 25 on the cover of the contract; one copy to the Project Officer; and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of

subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.2 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed

below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.3 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.6 GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

None

(c) The Government will provide the items described in **Attachment 3 - Government Furnished Property** to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements," provided below, apply to this contract.

**U.S. ENVIRONMENTAL PROTECTION AGENCY
PROPERTY ADMINISTRATION REQUIREMENTS (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and Part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO.

Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum the request shall contain the following elements:
1. Contract number for which the facilities are required.
 2. An item(s) description, quantity and estimated cost.
 3. Certification that no like contractor facilities exist which could be utilized.
 4. A detailed description of the task-related purpose of the facilities.
 5. Explanation of negative impact if facilities are not provided by the Government.
 6. If applicable, recommend the exception under FAR 45.302-1(a) or EPA's class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
 7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided, by the contractor, to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.
- b... The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.
- c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.
- f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See Section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA

Page G-8 of 12

requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

- a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.
- f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA
- g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

- a. Identification of Excess Property. The disposition process

begins with the **contractor** identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO, in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

- b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426 - 1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"NOTE TO PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.
2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.
3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number
Description
Manufacturer
Model
Serial Number
Acquisition Date
Date received
Acquisition Cost *
Acquisition Document Number
Location
Contract Number
Account Number (if supplied)
Superfund (Yes/No)
Inventory Performance Date
Disposition Date

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.7 GOVERNMENT PROPERTY--RESIDUAL INVENTORY (EP 52.245-110) (APR 1984)

The Contractor is authorized to use in the performance of this contract the residual inventory presently accountable to Contract No. 68-R2-98-02.

G.8 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

is the Contracting Officer's designated representative on property matters.
The Contractor shall furnish all required information on property to the
property administrator.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the

Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
1 = poor,
2 = fair,
3 = good,
4 = excellent,
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

0--Response to inquiries, technical/service/administrative issues is not effective
 1--Response to inquiries, technical/service/administrative issues is marginally effective
 2--Response to inquiries, technical/service/administrative issues is somewhat effective
 3--Response to inquiries, technical/service/administrative issues is usually effective
 4--Response to inquiries, technical/service/administrative issues is effective
 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written

recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE (EP 52.217-981) (APR 1984)

The Government has the option to extend the term of this contract for two additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	01/01/02	12/31/02
Option Period II	01/01/03	12/31/03

(b) During the option period(s) the Contractor shall continue to provide the services described in Attachment I, Statement of Work.

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices and Overtime and Other Direct Cost Pools for each option period as follows:

<u>Period</u>	<u>Fixed Price</u>	<u>Overtime</u>	<u>Other Direct Costs</u>
Option Period I	\$	\$20,000	\$425,000
Option Period II	\$	\$22,000	\$450,000

H.5 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.6 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black

colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.7 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.8 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.9 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative

burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.10 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.11 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days

after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.12 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.13 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

To be determined at award

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND

		COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE II (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued;
or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under

subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

I.5 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the

Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.6 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-37) (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12- month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date : (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

<u>EMPLOYEE CLASS</u>	<u>MONETARY WAGE</u>	<u>FRINGE BENEFITS</u>
Supply Technician	14.26	2.42
Electrician, Maintenance	16.56	2.82
Heating, Refrigeration and Air-Conditioning Mechanic	16.56	2.82
General Maintenance Worker	15.24	2.59
Carpenter, Maintenance	15.89	2.70
Painter, Maintenance	15.89	2.70
Shipping/Receiving Clerk	12.72	2.16
Driver/Messenger	13.35	2.27

Forklift Operator	13.35	2.27
Heavy Equipment Operator	16.56	2.82
Truck Driver, Light Truck	13.99	2.38
Laborer	11.43	1.94

**I.8 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the

accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.9 NONDISPLACEMENT OF QUALIFIED WORKERS (FAR 52.222-50) (MAY 1999)

(a) Definition. Service employee, as used in this clause, means any person engaged in the performance of recurring building services other than a person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541, and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a contractor and such person.

(b) Consistent with the efficient performance of this contract, the Contractor shall, except as otherwise provided herein, in good faith offer those employees engaged in the performance of building services (other than managerial and supervisory employees) under the predecessor contract, whose employment will be terminated as a result of the award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal to employment under the contract in positions for which the employees are qualified. The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with the performance of the work. Where the Contractor offers first refusal to fewer employees than were employed by the predecessor contractor, its obligation under contract to the predecessor's employees to fill vacancies created by increased staffing levels or by employee termination, either voluntarily or for cause, continues for 3 months after commencement of the contract. Except as provided in paragraph (c) of this clause, the Contractor shall not offer employment under the contract to any person prior to having complied fully with this obligation.

(c) Notwithstanding the Contractor's obligation under paragraph (b) of this clause, the Contractor--

(1) May employ on the contract any employee who has worked for the Contractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face layoff or discharge;

(2) Is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees; and

(3) Is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who the Contractor reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.8).

(4) Must presume, unless demonstrated otherwise, that all employees working on the predecessor contract in the last month of performance performed suitable work on the contract. Offers of employment are governed by the following:

(i) The offer shall state the time within which the employee must accept such offer, but in no case shall the period for acceptance be less than 10 days.

(ii) The offer may be made by separate written notice to each employee, or orally at a meeting attended by a group of the predecessor contractor's employees.

(iii) An offer need not be to a position similar to that which the employee previously held, but the employee must be qualified for the position.

(iv) An offer to a position providing lower pay or benefits than the employee held with the predecessor contractor will be considered bona fide if the Contractor shows valid business reasons.

(v) To ensure that an offer is effectively communicated, the Contractor should take reasonable efforts to make the offer in a language that each worker understands; for example, by having a coworker or other person fluent in the worker's language at the meeting to translate or otherwise assist an employee who is not fluent in English.

(d) For a period of 1 year, the Contractor shall maintain copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the predecessor's employees to whom an offer was made. Copies of such documentation shall be provided upon request to any authorized representative of the contracting agency or the Department of Labor.

(e) The Contractor shall, no less than 60 days before completion of this contract, furnish the Contracting Officer with a certified list of the names of all service employees engaged in the performance of building services, working for the Contractor at the Federal facility at the time the list is submitted. The list also shall contain anniversary dates of employment on the contract

either with the current or predecessor contractors of each service employee, as appropriate. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided upon request to employees or their representatives. Submission of this list will satisfy the requirements of paragraph (n) of the clause at 52.222-41, Service Contract Act of 1965, as amended.

(f) The requirements of this clause do not apply to services where a majority of the Contractor's employees performing the particular services under the contract work at the public building and at other locations under contracts not subject to Executive Order 12933, provided that the employees are not deployed in a manner that is designed to avoid the purposes of the Executive Order.

(g) If it is determined, pursuant to regulations issued by the Secretary of Labor, that the contractor is not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor, as provided in Executive Order No. 12933, the regulations of the Secretary of Labor at 29 CFR part 9, and relevant orders of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor is advised that the Contracting Officer shall withhold or cause to be withheld from the Contractor, under this or any other Government contract with the Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator of the Wage and Hour Division, the Administrative Law Judge,, or the Administrative Review Board, that the Contractor failed to comply with the terms of this clause, and that wages lost as a result of the violation are due to employees or that other monetary relief is appropriate.

(i) The Contractor shall cooperate in any investigation by the contracting agency of the Department of Labor into possible violations of the provisions of this clause and shall make records requested by such official(s) available for inspection, copying, or transcription upon request.

(j) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes concerning the requirements of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the employees under the contract or its predecessor contract.

**I.10 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5)
(APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to

Page I-10 of 17

comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.11 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997)

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C), the Contractor, shall execute the following certification:

Certification

I, _____ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

Signature of the Officer or Employee

Typed name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

EPA designated item	Total dollar value of EPA designated	Percentage of recovered material
------------------------	---	-------------------------------------

	item	content*
_____	_____	_____
_____	_____	_____

*Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certificate and estimate upon completion of the contract to

*To be completed in accordance with agency procedures.

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.13 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may,

by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an

equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and

"Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

<u>NUMBER</u>	<u>ATTACHMENT TITLES</u>
1	STATEMENT OF WORK
2	GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
3	GOVERNMENT FURNISHED PROPERTY
4	FACILITY PLAN
5	INVOICE PREPARATION INSTRUCTIONS
6	PAST PERFORMANCE QUESTIONNAIRE
7	CLIENT AUTHORIZATION LETTER
8	DEPARTMENT OF LABOR WAGE DETERMINATION NO.94-2349(REV.13)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract

awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct

of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the

Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)
ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is **8744 Base Maintenance Services**.

(2) The small business size standard is **\$20 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from

India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small

disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the

authority of the Small Business Act.

K.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)
(OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR
1552.209-72) (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.13 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE

PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.14 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.15 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS`` followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to

furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the

time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of

sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered

by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Firm-Fixed-Price contract with Overtime and Other Direct Costs on a cost reimbursement basis resulting from this solicitation.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Karen Giacobbe

Hand-Carried Address:

United States Environmental Protection Agency
Contracts Management Section
290 Broadway, 27th Floor
New York, NY 10007-1866

Mailing Address:

Same as above.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of 01/01/2001.

L.10 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)

(A) Other than cost proposal instructions.

Submit proposal for other than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

Special proposal instructions:

You are advised to closely read the following technical proposal instructions and technical evaluation criteria before preparing a technical proposal. The technical proposal should consist of the following:

Section I - Management Plan

Offerors shall submit a staffing plan that describes the utilization of personnel (by labor category and qualifications) to meet the performance requirements of the Performance Work Statement. The staffing plan shall describe the major duties of each proposed labor category (referencing the Department of Labor (DOL) wage determination classifications) and the number of proposed hours for each labor category. The plan shall identify the level of proposed on-site supervision, including; job title(s), position description(s), and number of proposed hours of personnel required to manage the staff. The offeror's plan must describe the extent to which the offeror proposes to staff the contract with incumbent employees pursuant to clause I.9, NON DISPLACEMENT OF QUALIFIED WORKERS or with those for whom the offeror has signed letters of commitment. The plan must describe the offeror's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/hiring/staffing efforts on contracts of similar magnitude. Offerors shall also provide a description of their system for procuring and/or leasing equipment and purchasing materials and their methods for evaluating, procuring and managing subcontractors.

Section II - Past Performance

Offerors shall describe their past performance on directly related or similar government and private contracts they have held within the last three years which are similar in scope, magnitude and complexity to the Performance Work Statement. See clause L.13, PAST PERFORMANCE INFORMATION for additional information to be included in addressing this element.

Section III - Occupational Health and Safety Policies and Programs

Offerors shall provide a detailed description of how they plan to insure that appropriate and effective occupational health and safety policies and plans are developed and implemented. These descriptions should include a list of all policies and procedures required to perform the requirements of the Performance Work Statement in accordance with applicable Federal, State and Local requirements. The offerors' responses should include a description of the process that will be used to develop such plans and policies, if they do not currently exist. If such plans and policies already exist, then a description detailing the methodology that will be used to tailor these existing documents to the Performance Work Statement and the facility should be included. The resources necessary for addressing occupational health and safety issues should also be described.

Section IV - Technical Approach

Offerors shall provide a brief description of their experience in performing work similar to that required by the Performance Work Statement at facilities comparable to the USEPA Edison, NJ facility. Offerors must relate the experience to the Performance Work Statement and show in a clear, concise and complete manner how they intend to accomplish all the required services and requirements specified in the Performance Work Statement. For each task area identified in the Statement of Work, i.e. Electrical, Mechanical, Grounds Maintenance, etc., provide specific operational experience in performing tasks similar in scope and nature. The Offeror shall demonstrate how their corporate experience involving similar support services is applicable and relevant to EPA's requirements.

(B) Cost or pricing proposal instructions.

(1) General - Submit cost or pricing information as follows:

- (i) Clearly identify separate cost or pricing information associated with base year and each option to extend the term of the contract;
- (ii) For all labor categories proposed subject to the Service Contract

Act, provide a spreadsheet breakdown by individual of raw wages, fringe benefits, social security, unemployment taxes, vacation, and worker's compensation insurance.

- (iii) As required by clause L.12(s), submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- (iv) Your proposed fixed price shall be inclusive of all direct labor expenses (**excluding overtime**), equipment, report preparation, insurance coverage, overhead, general and administrative expenses and profit.
- (v) Offerors will be required to furnish all equipment necessary to meet the performance requirements of the Performance Work Statement. The Government will provide the equipment listed in Attachment 3 "List of Government Furnished Property." This equipment will be provided to the successful offeror at the start of the contract on an **"as is"** basis. While the Government believes that the majority of the equipment listed in Attachment 3 will provide service through the end of the contract term; the EPA does not guarantee the equipment. The equipment will be available for inspection during the pre-proposal conference. It is strongly recommended that all perspective offerors inspect this equipment at that time.

The following equipment that **will not** be supplied by the EPA is currently utilized to perform the contract:

1. (1) Hyster Forklift, Model #H55XM, 3 stage lift (212" rise)
 2. (1) Dodge, RAM 3500 Cummins Turbo Diesel, 1 ton dump truck, with tow hitch, snow plow and sand/salt spreader
 3. (1) Chevrolet, Cheyenne 3500 Series, 4x4, 1 ton pick-up truck, with tow hitch, snow plow and sand/salt spreader
 4. (1) Ford Ranger, ½ ton pick-up truck
 5. (1) Ford Triton F250, 3/4 ton pick-up truck, with pipe rack assembly on pick-up bed and snow plow
- (vi) Offeror's proposed fixed price for option years shall not include escalate rates for labor categories covered by DOL Wage Determinations under the Service Contract Act. Adjustments to these rates are covered by the "Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) in Section I. Employees subject to the Service Contract Act, must be compensated at least at the minimum wage rate

required by the applicable Wage Determination.

(2) Indirect cost.

- (i) All overtime and Other Direct Costs will be reimbursed at cost. Provide a breakdown of all indirect costs applicable to overtime and Other Direct Costs.
- (ii) If your indirect rates have been recently approved, include a copy of the rate agreement.
- (iii) Submit supporting documentation for indirect rates which have not been approved or audited.

(3) Subcontracts - The current contract utilizes the following labor to perform the Statement of Work:

- (1) Program Manager,
- (1) Secretary III,
- (1) Lead Electrician,
- (2) Electrician,
- (1) Lead HVAC Mechanic,
- (2) HVAC Mechanic,
- (5) General Maintenance Worker,
- (1) Maintenance Trades Helper,
- (1) Carpenter,
- (1) Painter,
- (1) Shipping/Receiving Clerk,
- (1) Fork Lift Operator,
- (1) Light Truck Driver,
- (1) Driver/Messenger,
- (3) Laborer and
- (.10) Heavy Equipment Operator.

If you propose to accomplish part of the Performance Work Statement by utilizing subcontractors to perform the services currently provided through direct labor; identify the subcontractors, state the type and/or amount of service estimated to be required, the pricing structure and price of the proposed subcontracts and include those amounts in the fixed price portion of the proposal.

(4) Other Direct Costs.

- (i) For evaluation purposes, offerors shall propose the following amounts:

Base Year	\$400,000
Option Year I	\$425,000
Option Year II	\$450,000

The Other Direct Costs shall cover all materials and subcontracts not

included in the proposed fixed price portion of your proposal that are required to perform the Performance Work Statement. Annual subcontracts are currently utilized to perform the following functions in the Performance Work Statement:

Maintenance on the speciality air handler for the GC laboratory,
 Maintenance on the chiller for Building 209/210,
 Maintenance of the fire alarm system,
 Maintenance of the Uninterruptible Power Supply,
 Installation, relocation and removal of phone stations,
 Carting services,
 Recycling services,
 Exterminating services,
 Lawn maintenance of large fields and snow removal of main thoroughfares.

- (ii) The amounts of other direct costs listed in (i) are inclusive of any applicable indirect cost.

L.11 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit Agency:-----

Address:-----

Auditor:-----

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and
subcontracts \$ _____
Government fixed-price prime contracts and subcontracts ... \$ _____
Commercial Sales..... \$ _____
Total Sales.....

\$ _____

(2) Total Sales for first and second fiscal years immediately preceding last
completed fiscal year.

Total Sales for First Preceding Fiscal Year..... \$ _____
Total Sales for Second Preceding Fiscal Year..... \$ _____

(g) Is company a separate rate entity or division?..

Yes _____
No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs
under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost

Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Accumulating System:

Job Order..... _____
 Process..... _____

Has your cost estimating system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits.....	_____	_____
Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----

Contracting Department-----

Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.12 PREPROPOSAL CONFERENCE/SITE VISIT

EPA will conduct a pre-proposal conference and site visit starting at **10:00 AM** on **06/22/00** at:

United States Environmental Protection Agency
2890 Woodbridge Avenue
Building 205
Edison, NJ 08837

Offerors planning to attend the conference should provide written notification to the Contracting Officer at least 5 calendar days prior to the conference date.

Offerors are urged and expected to tour the site where services are to be performed and to inspect the government furnished equipment to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.13 PAST PERFORMANCE INFORMATION (EP 52.215-105) (SEP 1999)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$200,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager, telephone number, and E-mail address (if available).
- (j) Administrative Contracting Officer, if different from #8, telephone number, and E-mail (if available).
- (k) List of subcontractors (if applicable).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(2) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., If the same reference has several contracts, send that reference a single notice citing all applicable contracts.) Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set for in Section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(I) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether

information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

L.17 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR

21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

- (b) The Government intends to evaluate proposals and award a contract

without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(c) Evaluation factors and significant sub-factors to determine the quality of product or service:

Offerors' proposals will be evaluated on their ability to meet the following:

1. Each offeror's proposal will be evaluated to determine the extent to which the offeror demonstrates the ability to provide and maintain the necessary labor, equipment and materials to meet the performance requirements of the Performance Work Statement. **(35 points)**
2. Offerors proposals will be evaluated based on the information provided by their clients on their past performance under existing and prior contracts and projects for similar services as instructed by clause L.13, Past Performance Information. Information to be provided by their clients includes: (1) effectiveness of management, (2) record of safety, (3) financial management, (4) cost control, and (5) overall satisfaction, as contained in Attachment 6, Past Performance Questionnaire. **(25 points)**
3. Each offeror's proposal will be evaluated to determine the extent to which the offeror demonstrates the ability to provide appropriate and effective occupational health and safety policies and plans to meet the performance requirements of the Performance Work Statement. **(25 points)**
4. Each offeror's proposal will be evaluated on the amount and relevance of its experience in operating and maintaining facilities comparable in size and scope to the Edison facility. **(15 points)**

M.4 SCORING PLAN

The evaluation of technical proposals (including past performance factors) shall be accomplished using the following scoring plan:

SCORING PLAN

<u>Value</u>	<u>Descriptive Statement</u>
0	The factor is not addressed, or is totally deficient and without merit.
1	The factor is addressed, but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes

to relevant portions of the proposal, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because of the deficiencies, weaknesses, and/or information gaps, serious concerns exist on the part of the technical evaluation team about the offeror's ability to perform the required work.

2 Information related to the factor is incomplete, unclear, or indicates an inadequate approach to, or understanding of the factor. The technical evaluation team believes there is question as to whether the offeror would be able to perform satisfactorily.

3 The response to the factor is adequate. Overall, it meets the specifications and requirements such that the technical evaluation team believes that the offeror could perform to meet the Government's minimum requirements.

4 The response to the factor is good with some superior features. Information provided is generally clear, and the demonstrated ability to accomplish the technical requirements is acceptable with the possibility of more than adequate performance.

5 The response to the factor is superior in most features.

M.5 INCUMBENT CONTRACTOR INFORMATION

For information purposes, operations and maintenance services are currently being performed under EPA Contract Number 68-R2-98-02 by the incumbent contractor:

Griffin Services, Inc.,
Suite 222,

5755 Dupree Drive, NW
Atlanta, GA 30327-4352

Contract 68-R2-98-02 consists of a Base Year and two Option Years. Period of Performance and dollar ceilings are as follows:

<u>Period</u>	<u>Ceiling</u>
01/01/98 - 12/31/98	\$1,421,917.60
01/01/99 - 12/31/99	\$1,493,126.24
01/01/00 - 12/31/00	\$1,561,551.80

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT**FACILITY MAINTENANCE AND SUPPORT SERVICES
FOR THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
EDISON, NJ FACILITY****I. INTRODUCTION**

The Contractor shall furnish the personnel and materials necessary to perform all tasks in the performance of the facility maintenance and support services covered by this Performance Work Statement (PWS) which include as primary functions the maintenance of the heating, ventilating, air conditioning and refrigeration systems; the maintenance of plants, buildings, laboratories and equipment; alteration to buildings; [technical support in terms of electrical, mechanical, HVAC systems, etc.]; grounds maintenance; coordinate motor vehicle maintenance and administrative support services for the Environmental Protection Agency Edison facility located at 2890 Woodbridge Avenue, Edison New Jersey.

II GENERAL

The Contractor shall:

- a. Maintain the 205-acre EPA owned facility shown on the Facility Plot Plan located in Attachment D. Buildings presently occupied requiring support are Buildings 5, 10, 11, 17/18, 200, 205, 207, 209/210, 212, 228, 238, 239, 240, 245, 246, 255, 256 and the guardhouse. The present utilization of Buildings 245, 246, 255 and 256 are as undeveloped warehouse structures. Building 238 is presently undergoing renovation and should be fully operational by 2001. Building 205 is presently being utilized as partially developed space, the remaining portion of the building will be fully operational by 2002.
- b. Provide on-site supervision full time during the hours of operation to ensure that all functions of the contract are carried out.
- c. Provide personnel to perform the PWS five (5) days a week, Monday through Friday, except Federal holidays. The core work schedule shall be from 0730 to 1600 hours.
- d. Establish and maintain up-to-date management procedures to ensure efficient and effective use of all personnel and facilities: this includes providing qualified personnel to perform the contract.

- e. Ensure that employees are cross-trained in the various functions required by the contract.
- f. Ensure that all Contractor employees maintain a neat and clean appearance and conduct themselves in a professional manner.
- g. Specific tasks and projects related to this Performance Work Statement will be tasked through written Work Orders issued by the Project Officer. Each work order will identify the specific task and/or project to be accomplished and specify a completion date for the work.
- h. Respond to emergencies by commencing work within three hours after notification by the Project Officer on a 24 hour/7 day a week basis.
- i. Be required to develop and implement all health and safety plans required by OSHA for various work site conditions as part of this contract including, but not limited to the following as it pertains to contract personnel:
 - a lock-out/tag-out program,
 - a confined space entry program,
 - a medical monitoring program for workers subject to exposure to hazardous materials and/or situations,
 - a Hazard Communication Program,
 - a Hot Work Permit Program for all burning, welding and pipe sweating activities,
 - a Hearing Conservation Program,
 - a Personal Protective Equipment Program.
- j. Be required to develop and implement training programs to maintain compliance with the various state and federal requirements as they relate to the following areas as it pertains to contract personnel:
 - all OSHA, USEPA and NJDEP training requirements for the various trades associated with this contract, such as forklift certification training, herbicide applicator's licensing and training requirements, etc.,
 - an asbestos maintenance and training program for asbestos workers
- k. Adhere to all Federal, State and Agency safety standards.
- l. Follow all Government security regulations, rules and procedures.
- m. Remove all trash and debris created in the performance of this Work Statement.

- n. Responsible for bi-weekly trash removal from the facility and recycling pick-up, consisting of the bulk pick-up of glass, cardboard, and paper at collection areas throughout the facility, as needed.

III. SPECIFIC

The contractor shall provide expertise in the following work areas:

A. FACILITIES MAINTENANCE

Work in this area shall include the following general categories of work: electrical, heating, ventilation and air conditioning, refrigeration, plumbing, carpentry, painting, glazing and lock smithing.

1. **Electrically**, the contractor shall be responsible for, maintenance, alteration and repair of the secondary power system within the confines of the EPA facility so that it remains in continuous operation. The work shall include the installation of new branch and specialty circuits for commercial and laboratory applications, repair or replacement of lighting fixtures, ballasts, motors, fuses, circuit breakers, equipment installations, trailer hook-ups, service installations, renovation/modernization of building electrical distribution systems, general circuit trouble shooting minor equipment repair. The Contractor shall perform preventive as well as corrective maintenance on the 75 KVA Chloride Un-interruptible Power Supply (U.P.S.) system, the sanitary monitoring station system, the sanitary system pumping equipment and the emergency generator back-up system.
2. **Mechanically**, the contractor shall be responsible for the maintenance and repair of the various HVAC and refrigeration systems so that the systems remain in continuous operation. The contractor shall make all repairs including replacement of parts, trouble shooting and diagnosis, balancing, testing, and shall have working knowledge of pneumatic and electric control systems. The Contractor shall be required from time to time to size and install package HVAC systems, install window a/c units, and to size, fabricate and install sheet metal and duct work systems. The Contractor shall perform preventive as well as corrective maintenance on the laboratory fume hoods; the HVAC system air handlers including filter replacements; the heating system boilers and support equipment, and on numerous secondary support HVAC systems. General services to all units shall be in accordance with manufacturers instructions and suggested maintenance requirements. The implementation of CFC recovery systems as referenced in 40 CFR 82, the Clean Air Act, shall be performed as part of this contract.

3. **Structurally**, the contractor shall be responsible for providing craftsmen skilled in the various trades of carpentry, plumbing, painting, glazing, light masonry, roofing and lock smithing. This work shall include, but not be limited to: light interior construction such as installation of sheet rock, in conjunction with metal and wood stud construction; installation of plumbing systems consisting of hot and chilled water piping distribution systems; maintenance and installation of exterior and interior potable water supply systems as well as sanitary and storm water piping systems; maintenance of both wet and dry fire sprinkler piping systems; maintenance and installation of building support systems such as compressed air for laboratory support and control systems, laboratory vacuum system, natural gas supply systems for the laboratory as well as HVAC equipment supply and various laboratory gas supply systems.
4. **Low voltage systems** - the contractor shall be responsible for maintaining and expanding the security card entry system, the fire detection systems, and the telecommunication and data network systems.
5. **Technical support** - the contractor shall be responsible for providing technical support for the sizing and specifying of new or replacement subsystems in the HVAC, heating, electrical and the other trade areas.

B. GROUNDS MAINTENANCE

The Contractor shall be responsible for maintaining the grounds and roadways for the total 205-acre facility. The contractor shall also be responsible for obtaining and maintaining a New Jersey Herbicide/Pesticide applicators license. Work requirements are as follows:

1. Mowing and Trimming:
 - a. The grass shall be mowed and trimmed to maintain a height below approximately 3 inches.
 - b. The grass shall be trimmed back even with the edge of sidewalks, curbs, and all hard surfaces. Joints in sidewalks and paved areas shall be free of vegetation. Mulched areas shall be trimmed back even with the outside mulched circle around the trees or shrubs and vegetation removed from the mulched area.
 - c. The native grass fields shall be cut once per quarter in the growing season.
2. Irrigation:

The lawn, trees, and shrubs shall be watered as needed to prevent plants from showing discoloration and/or excessive wilting. The Government will furnish the water and the contractor shall furnish necessary water distribution equipment.

3. Mulching:

Mulched areas around tree pits and the shrub bed shall be maintained. All trees not presently edged and mulched shall be encircled with a plastic edging material and mulch installed. Mulched areas may consist of pine bark or comparable mulching materials.

4. Pruning:

- a. Trees shall be kept free of dead or diseased wood, suckers, and rubbing branches.
- b. Shrubs shall be kept free of dead, diseased and/or interfering wood to maintain natural characteristics and habitat of the plants.

5. Weed Control:

When weeding of the lawn and shrub bed is required, mechanical or chemical control methods may be used. If chemicals are to be used, the Project Officer must approve the chemical and the technique of application and the schedule of application.

6. Insect and Disease Control:

The Contractor shall maintain surveillance of shrubs and trees for evidence of insect infestation and diseases. Corrective measures shall be taken after approval of the method by the Project Officer.

7. Fertilization:

Grass, shrubs and trees shall be fertilized as required for the locale in conjunction with projected rainfall or watering.

8. Sweeping of Driveway, Walks, and Parking Areas:

The driveway and parking areas shall be kept clean and free of trash, debris and soil accumulations. Grass clippings due to mowing, edging, or other duties creating debris on hard surfaces shall be removed.

9. Snow Removal:

All primary and secondary roads, parking areas and entrance ways in the 205-acre facility shall be maintained clear during normal working hours and within four hours after the accumulation of the first 2 inches, after

hours.

Sidewalks and entrance areas shall be treated with sand or approved melting chemicals as needed to remove snow and/or ice for safe transit of personnel between buildings and parking areas. Areas shall be treated before normal arrival time of building occupants (7:00 a.m., Monday through Friday, except Federal holidays). Resulting slush shall be removed to allow personnel to ingress and egress from building without damage to normal footwear.

C. COORDINATE MOTOR VEHICLE MAINTENANCE

Maintenance and service of Government owned and leased vehicles shall be in accordance with schedules and standards as published by GSA or the Manufacturer.

The fleet of approximately fifty (50) vehicles consists of sedans, vans, light trucks, R.V.'s and several small boats.

1. The Contractor shall be responsible for overseeing upkeep and maintenance of all government motor pool vehicles. This includes coordinating scheduled maintenance and transporting the government vehicles to the GSA motor pool designated service facility in accordance with the notification scheduled on GSA form 3478. After inspection, GSA Form 3478 shall be mailed directly to GSA. Contract employees shall drive the vehicles to and from the service locations.
2. The contractor shall maintain records of maintenance and repair for all vehicles and shall enter this information into a Maintenance Register or suitable automated system.
3. When unsatisfactory work is discovered or additional defects are reported, the contractor shall reschedule the repair work and indicate necessary corrective action.
4. The contractor shall initiate services and coordinate with the GSA Motor Pool for warranty work, assemblies and accident damage. The contractor shall assure that all work is performed.
5. The contractor shall maintain a key control record for keys to vehicles. The contractor shall ensure that duplicate keys are available for all vehicles located on-site.
6. The contractor shall maintain the consolidated monthly gasoline mileage record (GSA Form 494) for all vehicles under this contract. This form shall be submitted to the Facilities and Administrative Management Branch (FAMB) no later than the twenty-second (22nd) day of each month.

7. The contractor shall develop a control system for the issuance and accountability of the vehicle credit cards (SF 149). The contractor shall collect all receipts for purchases made on individual vehicle credit cards (SF 149), sort them by vehicle, and submit them to FAM Branch monthly.
8. The contractor shall maintain EPA motor vehicle dispatch logs and daily vehicle utilization forms.
9. The Contractor shall be responsible for submitting a cumulative mileage report by the twenty-second (22nd) day of each month for all motor vehicles.
10. The contractor shall maintain insurance coverage as detailed elsewhere in this contract and ensure that their employees are licensed in the state in which they reside.
11. The contractor shall perform light maintenance on government vehicles located on-site such as: changing of flat tires for vehicles; adding distilled water to batteries; adding antifreeze to radiators as needed; and jump starting or charging dead batteries.

D. ADMINISTRATIVE SERVICES

1. General

The Contractor shall provide a variety of support type services needed for the day-to-day functioning of the total facility. The Contractor shall perform stock and storeroom services, shipping and receiving, mail and messenger services, duplicating machine support services, contractual report generation, property accountability, maintenance of a supply inventory system and telecommunication systems support including system maintenance, operator service for the EPA main number and the monitoring of monthly telephone billings, and other miscellaneous activities as required.

The contractor shall provide on-the-job-training to new employees sufficient to provide continuity of operations at all times.

2. Supply Operations

The contractor shall operate the EPA supply room located in Building 209, Bay E at 2890 Woodbridge Avenue, Edison, New Jersey in an effective and efficient manner. The Contractor shall:

- a. Maintain a computerized inventory control system;
- b. Manage the supply room;

- c. Maintain inventory records for office supplies and forms;
- d. Establish economic reorder levels;
- e. Maintain an up-to-date inventory of current forms and supply items;
- f. Submit all orders for supplies and equipment that will be ordered from GSA Customer Supply Center and commercial vendors, to the Project Officer for review, authorization and processing;
- g. Ensure that supplies are only issued to individuals who present a Supply Request Form executed by a designated official within the originating organization;
- h. Post all issues from the inventory within seven working days from the date of issue;
- i. Conduct a physical inventory of all items semiannually;
- j. Receive stock and forms into the supply room, ensure quantities are as ordered and assets are in good condition, and note all necessary back orders and reorders;
- k. Remove assets from cartons, update receipts and on-hand quantities within the inventory program, and stock shelves;
- l. Keep the supply room and storage cage area clean and well organized.

3. Shipping and Receiving

The contractor shall perform shipping and receiving functions at the EPA Facility at 2890 Woodbridge Avenue, Edison, New Jersey. The Contractor shall:

- a. Pickup and deliver supplies, equipment, furniture and administrative products;
- b. Prepare, pack, crate and move materials, furniture, supplies and equipment;
- c. Unload and assist in unloading shipments from delivery trucks;
- d. Operate forklifts, tow motors and use material handling equipment;
- e. Receive all incoming items;
- f. Note and sign all carriers' documents and consignees' copies for visible losses, damages, and discrepancies to shipments;

- g. Affix an EPA Decal to equipment with a value of \$5,000 or more, having a life expectancy of at least twelve (12) months, and that is identifiable in itself (internal parts for equipment excluded). The Decal number and serial number shall be recorded on all receiving report copies of the purchase order or other appropriate receipt document. When the contractor is unsure as to whether an item is to be input into property system, he shall check with the Project Officer before assigning a decal number.
- h. Notify the Project Officer immediately of damaged shipments;
- i. Notify the consignee of miscellaneous shipments and obtain instructions for delivery or long term storage;
- j. Deliver miscellaneous shipments and obtain consignees' signature or long term storage instructions from the consignee (in the latter case, the Contractor shall notify the Project Officer of storage plans);
- k. Distribute copies of receiving reports within two days following receipt of shipments.
- l. Indicate partial shipments by annotating the shipping documents as 1st, 2nd, 3rd, etc., shipment until final shipment is received which the Contractor shall note as "**Final Shipment**," prepare and submit receiving report for partial shipments, and place decals on items as listed above.
- m. ***Refuse Collect On Delivery (COD) shipments.***

4. Mail Services:

The Contractor shall provide all mail service for the EPA Region II Edison Facility, which includes receiving, sorting, routing, distributing and dispatching mail. The Contractor shall be authorized to sign for certified, registered, express, and overnight mail, also UPS and similar shipments.

4.1 Incoming Mail

The Contractor shall:

- a. Receive mail from the U.S. Postal Service.
- b. ***Refuse Collect On Delivery (COD) shipments.***
- c. Maintain a log of all certified and express mail ensuring that each recipient sign and date the log.
- d. Sort all incoming mail. If the addressee cannot be determined,

the letter shall be forwarded unopened to the Project Officer for appropriate routing.

- e. Mail shall be delivered throughout the Edison facility twice daily.
- f. Deliver all incoming mail packages and boxes to addressees on the date received.
- g. Deliver all express, overnight, registered and certified mail **within two hours** of receipt.
- h. Follow procedures for the Treatment of Confidential Business Information located in the Section H.8 of EPAAR 1552.235-71 when handling opened mail.
- i. Track all incoming express mail, packages and overnight mail with a computerized tracking system.
- j. Coordinate the x-raying of all incoming packages, express mail, overnight mail, and local courier/messenger mail with the on-site security contractor.

4.2 Outgoing Mail

The Contractor shall pick up all out going mail from designated mail drops at the times scheduled mail deliveries are made. Out going mail shall be sorted and handled in the following manner:

- a. All material which is being sent to EPA's facility at 290 Broadway and EPA Headquarters shall be sent via overnight delivery. All other outgoing mail shall be prepared for U.S. Postal Service pick-up and delivered to the receiving area at a time to be determined.
- b. Maintain an inventory of mail bags, tags, and labels, provided at no cost by the USPS, to accomplish daily shipments.
- c. Pick up mail from all in-house mail stops and bring to mail room for sorting and handling.
- d. Notify the Project Officer of all outgoing multiple mailings; e.g., bulk permit mail.
- e. Process outgoing mail through a postage metering system for application of adequate postage and notify the Project Officer when postage is added to the meter. Maintain a log of the meter posting.
- f. Maintain a log of all returned USPS receipts.

- g. Maintain a log of all UPS and courier (e.g. FEDEX) shipments.
- h. Ensure security of the mail and protect assets and facility against abuse, theft, or any other unauthorized activities that would damage or threaten the integrity of the mail system.

5. A/V Equipment Pool Issue and Turn-in

The contractor shall maintain the audio-visual equipment pool in a secure area as approved by the Project Officer. This equipment is available for short term loan to all programs of EPA Edison. Request for this equipment may be made in writing or by phone. The Contractor shall:

- a. Develop a system to distribute and track all loaned equipment.
- b. Receive returned equipment, examine the equipment and note the condition of the equipment, and annotate the return date.
- c. Contact responsible individuals and request turn-in of property which has not been returned after **one working day** of due date.
- d. Inspect pool equipment weekly to ensure that equipment is operative. Perform preventive maintenance as required.
- e. Maintain an inventory of spare bulbs for projectors.

6. Telecommunication Services

The Contractor shall maintain the facility telecommunications system. This is currently a Centrex II Plus system. This shall include the placement of orders for installation, relocation and removal of phone stations, repairs, billing reconciliation and usage control. All telephone sets are EPA instruments. At present there are approximately one thousand (1000) phone lines active in the facility.

The Contractor shall:

- a. Be responsible for coordinating repairs for malfunctioning equipment;
- b. Troubleshoot basic problems including the substitution of new instruments. If the fault is not corrected and the trouble is in the line, the contractor shall refer the problem to either the local telephone company or the telecommunications subcontractor.
- c. Install new equipment or cabling necessary to maintain or enhance facility telecommunications/data services.
- d. Provide operator service for the EPA main number 732-321-6600. Contractor employees shall identify themselves as an EPA

contractor when answering calls.

7. Duplicating Services

The Contractor shall perform the function of maintenance coordinator for photocopiers and facsimile machines located throughout the facility. The Contractor shall:

- a. Be responsible for remedial maintenance to remove paper jams and other simple repairs. The contractor shall also insure that adequate paper supplies are provided for the copiers at all locations.
- b. Be responsible for performing the functions of a maintenance coordinator and responding to EPA employee calls concerning malfunctioning machines, performing minor repairs.
- c. Place service calls with EPA approved contractors within 3 hours for maintenance of the equipment, and maintain a service log of all work performed.
- d. Follow up with the contractor to ensure that repairs are performed in a timely manner and monitor the work performed to ensure that the duplicating machines are promptly returned to operational order.
- e. Maintain an inventory of photocopying supplies, which at a minimum includes toner, developer, cartridges and copy paper.
- f. Compile a **Copying Usage Report** for the facility, due on the 1st of every month and to be sent to Facilities and Administrative Management offices at 290 Broadway.

8. Property Management

The Contractor shall maintain complete and accurate property accountability records covering the receipt, transfer, and current location of special tools and equipment of Government-furnished property, as listed in Attachment 3.

The Contractor shall:

- a. Maintain a close physical check on the movement of all listed items, taking and reconciling periodic physical inventories.
- b. Assist the Facilities Management Excess Property Coordinator with the inventory and disposition of excess EPA properties.
- c. Perform general warehousing functions throughout the facility within several buildings utilized for storage of supplies,

equipment and archived records.

9. Miscellaneous Services

On occasion, the following services shall be required in the performance of this contract:

- a. Pick-up and/or delivery of supplies, equipment, files, excess equipment, etc. to the New York Regional Office located in downtown Manhattan at 290 Broadway.
- b. Disbursement of protective and special clothing and equipment which EPA provides to its staff shall be recorded in a log showing the name of the employee receiving the item, a description of the item, and the date.
- c. Pest and vermin control in and about the buildings.

ATTACHMENT 2

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
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PWS TASK #	REQUIRED SERVICE	PERFORMANCE STANDARDS	MAXIMUM ALLOWABLE DEVIATION	METHOD OF SURVEILLANCE
II (b)	Full time on-site supervision	Provide a full time supervisor on-site during the hours of operation.	None	Project Officer (PO) will daily check on the presence of the supervisor on-site.
II (c&d)	Provide on-site staffing in sufficient numbers to meet the performance requirements.	Timely completion of work orders with no rework required due to poor quality.	No more than 10% of work orders exceed the completion date and/or require rework due to the Contractor's fault.	PO will check work orders monthly to ascertain timely completion. PO will inspect work in progress to assure quality.
II (h)	Emergency repair service calls.	Perform timely emergency repairs to all critical systems.	No more than a 4 hour lapse before a critical repair is initiated.	100% inspection on all emergency repairs.
II (i, j& k)	Manage Health and Safety programs.	No lost time due to on the job injuries.	None	PO will monitor contract for accident reports on a monthly basis.
III (A)	Preventive Maintenance (PM)	Perform and complete all PM as scheduled.	No more than 5% of all PM are performed late.	PO will monthly check assets to determine contractor's compliance
III (D.3)	Distribute Receiving Reports.	Distribute Receiving Reports within 2 days following receipt of shipments.	No more than 10% of all receiving reports distributed during any quarter can be late.	PO will monitor Financial Management Branch requests for late or missing receiving reports.

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

PWS TASK #	REQUIRED SERVICE	PERFORMANCE STANDARDS	MAXIMUM ALLOWABLE DEVIATION	METHOD OF SURVEILLANCE
III (D.3. g)	Affix EPA decals to new property.	Decal all new property deemed sensitive or having a value greater than \$5,000.	No more than 3 errors in one quarter.	PO will check new assets quarterly to determine Contractor's compliance.
III (D4)	Mail services.	Deliver and pick up mail twice daily at the Edison facility.	No more than 2 instances of no mail delivery /pick-up during a month.	PO will log customer complaints monthly to determine Contractor's compliance.
III (D4.1 g)	Express mail services.	Deliver all express, overnight, registered and certified mail within 2 hours of receipt.	No more than 2 instances of late mail delivery during a month.	PO will log customer complaints monthly to determine Contractor's compliance.
III (D.7. c)	Office equipment repair service calls.	Timely coordinate with vendors for the repair of inoperable office equipment.	No more than 4 hours will elapse to place a repair call during working hours.	PO will periodically check service log to determine Contractor's compliance.

PERFORMANCE INCENTIVES

The contractor is authorized to invoice for 2% of the fixed monthly price (CLIN 0001) for each month that performance standard II(i, j & k) is met.

The EPA will deduct 2.5% of the monthly fixed price (CLIN 0001) for exceeding the maximum allowable deviation of performance standard II(c & d) by no more than 5%. The EPA will deduct 5% of the monthly fixed price (CLIN 0001) for exceeding the maximum allowable deviation of performance standard II(c & d) by more than 5%.

All instances of the contractor exceeding the maximum allowable deviation of performance standards II(b), II(h), III(A), III(D.3), III(D.3.g), III(D.4), III(D.4.1) and III(D.7.c) shall be documented as part of the contract's past performance history pursuant to FAR 42.15.

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

ATTACHMENT 4

FACILITY PLAN

ATTACHMENT 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

- (13) **Line Item for Downward Adjustment** - the contractor shall add a line item to reflect services not provided in previous month and dollar amount.

(Name of Official)

(Title)

- (14) **Quantity; Unit Price** - insert for supply contracts.
- (15) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total)

and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowance must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.

- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

(This questionnaire, when completed, shall be treated as Source Selection Sensitive in accordance with FAR 3.104-3 and shall not be disclosed to anyone outside the Government)

Contractor: _____ Prime or Sub? _____

Contract Number: _____ Contract Type: _____

Description of Service: _____

Period of Performance: _____

Contract Value at Award: _____

PLEASE FILL IN THE FOLLOWING RESPONDENT INFORMATION:

Name of Evaluator: _____

Phone: _____

Fax Number & E-mail Address: _____

Position Title and Grade: _____

Dates of Involvement in Program Contract: _____

Date Questionnaire completed: _____

The following questions are of two types: YES/NO and RATING. The YES/NO questions should be supplemented with explanatory narrative if answered "YES". When responding to the RATING-type questions, choose the corresponding letter which most accurately describes the contractor's performance or situation. If the question is not applicable, circle "N/A". Responses to the RATING-type questions should be supplemented with explanatory narrative as well, if necessary.

EXCEPTIONAL: Indicates the company's performance within the area of evaluation clearly EXCEEDS ALL contractual requirements.

VERY GOOD: Indicates the company's performance within the area of evaluation EXCEEDS SOME contractual requirements while MEETING ALL OTHER contractual requirements.

SATISFACTORY: Indicates the company's performance within the area of evaluation MEETS ALL contractual requirements.

UNSATISFACTORY: Indicates the company's performance within the area of evaluation DOES NOT MEET ONE OR MORE CRITICAL contractual requirement.

N/A- NOT APPLICABLE

U=UNSATISFACTORY

S=SATISFACTORY

VG=VERY GOOD

E=EXCEPTIONAL

MANAGEMENT :

1. Subcontract Management	N/A	U	S	VG	E
2. Effective Communication	N/A	U	S	VG	E
3. Government Property Control	N/A	U	S	VG	E
4. Appropriate number of personnel for the services provided	N/A	U	S	VG	E
5. Appropriate experience/mix of skills for services provided	N/A	U	S	VG	E
6. Ability to effectively control the entire contract effort	N/A	U	S	VG	E
7. Contract start-up (phase-in) transition	N/A	U	S	VG	E
8. Ability to simultaneously manage multiple projects with multiple disciplines	N/A	U	S	VG	E
9. Ability to assimilate and incorporate changes in requirements and or priority	N/A	U	S	VG	E
10. Ability to identify problems in					
(a) Management (relative to the contract)	N/A	U	S	VG	E
(b) Personnel (quantity and or quality)	N/A	U	S	VG	E
(c) Scheduling Projects	N/A	U	S	VG	E
(d) Quality Control	N/A	U	S	VG	E
11. Ability to resolve the above problems in					
(a) Management(relative to the contract)	N/A	U	S	VG	E
(b) Personnel (quantity and/or quality)	N/A	U	S	VG	E
(c) Scheduling Projects	N/A	U	S	VG	E
(d) Quality Control	N/A	U	S	VG	E
12. Have there been any violations of the Service Contract Act? (If YES, please explain in "REMARKS")				YES	NO
13. Has your organization ever elected to not exercise an option due to contractor's poor performance? (If YES, please explain in "REMARKS")				YES	NO

SAFETY

14. Adherence to all safety regulations and accepted safety plan	N/A	U	S	VG	E
15. Have there been any health or safety violations/serious accidents?				YES	NO

(If YES, explain in "REMARKS")

FINANCIAL MANAGEMENT

16. Have there been any indications that the contractor has experienced financial problems? (If YES, explain in "REMARKS") YES NO
17. Has there been any indication that the contractor failed to pay subcontracts/vendors for your contract? (If YES, explain in "REMARKS") YES NO

COST

18. Ability to meet the terms of the contract within the contractually-agreed price(s) N/A U S VG E
19. Have there been any disputes/claims relative to the contract? (If YES, explain in "REMARKS") YES NO
20. Have contract concessions/changes ever been made due to contractor's failure to accurately estimate costs? (If YES, explain in "REMARKS") YES NO

OVERALL SATISFACTION

21. Contractor's accomplishment in meeting the quality standards for:
- (a) Technical Performance N/A U S VG E
- (b) Administrative Performance N/A U S VG E
22. Has a cure notice ever been issued? (If YES, explain in "REMARKS") YES NO
23. Delivered Acceptable Services N/A U S VG E
24. Contractor's Overall Performance N/A U S VG E
25. Would you award similar contracts to this contractor? (If NO, explain in "REMARKS") YES NO

ADDITIONAL REMARKS: _____

THANK YOU IN ADVANCE FOR YOUR ASSISTANCE

ATTACHMENT 7

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the United States Environmental Protection Agency'S (EPA) RFP No. PR-R2-00-10047 for the procurement of "Operation and Maintenance Services for the EPA'S Edison, New Jersey Facility." The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance.

If you are contacted by the EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to (offeror's point of contact).

Sincerely,

ATTACHMENT 8

DEPARTMENT OF LABOR WAGE DETERMINATION